

# **EXHIBIT 26**

SUPERIOR COURT OF WASHINGTON  
IN AND FOR KING COUNTY

CRISANTO MEDINA, a married man; and  
FIRS HOME OWNERS ASSOCIATION, a  
domestic nonprofit corporation;

Petitioners,

v.

CITY OF SEATAC, a Washington Municipal  
Corporation; and Fife Motel Inc., a domestic  
corporation, *et al.*,

Respondents.

NO.: 17-2-07094-7

DECLARATION OF  
CRISANTO MEDINA

My name is CRISANTO MEDINA and I reside in # 62 at the Firs Mobile Home Park.

I am over the age of 18 and competent to testify in this matter.

I am married and live with my wife and two children.

I am a member in good standing of the Firs Home Owners Association.

I am the President of the Board of Directors of the Firs Home Owners Association.

I submit this Declaration in support of the Firs Home Owners Association's Motion for  
an Injunction.

I am one of the Petitioners named in the above-entitled action.

On October 22, 2016, the residents of the Firs Mobile Home Park established the Firs  
Home Owners Association to challenge the City of SeaTac's October 17, 2016 approval of the

DECLARATION OF  
CRISANTO MEDINA - 1

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1 Fife Motel Inc.'s Relocation Plan prepared pursuant to the City of SeaTac's municipal ordinance  
2 at SMC 15.465.600.

3 The HOA, when formed, included almost all of the sixty-plus households as Association  
4 members and the following governors: Crisanto Medina (space 62), Irene Cruz (space 8), Ma  
5 Anita Brito (Space 28), Rutilo Zamora (space 4), Leticia Vidales (space 26), Martha Bravo  
6 (space 72), Francisco Rodriguez (space 30), and Jose Anguiano (space 12). As of December 26,  
7 2017, the governors include: Crisanto Medina (space 62), Irene Cruz (space 8), Ma Anita Brito  
8 (Space 28), Rutilo Zamora (space 4), Leticia Vidales (space 26), Martha Bravo (space 72), and  
9 Francisco Rodriguez (space 30).

10  
11 On or around November 1, 2017, the residents of Firs Mobile Home Park found a  
12 handwritten sign nailed to the building wherein the Fife Motel Inc. previously accepted rent:

13 Park is closing 10/31/2017.

14 Please do not drop the rent checks any more.

15 Thanks. 253-266-3621

16 Attached herein as Exhibit A are true and correct copies of two photos of the sign that was nailed  
17 to the building wherein the Fife Motel Inc. previously accepted rent:

18  
19 On or around December 1, 2017, the following sign appeared posted in the Firs Mobile  
20 Home Park:

21 Dear Firs MHP Tenants

22 To stay until March 31, 2018, you must sign the relocation agreement (will get \$2,000).

23 The eviction process has begun for those who have not signed the relocation agreement

24 You can be evicted right away if you have not yet signed the relocation agreement.

25 Please call or text 253-266-3621 to sign the relocation document.

26  
DECLARATION OF  
CRISANTO MEDINA - 2

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Thank you

(emphasis in original). A copy of the Relocation Agreement was also posted. Attached herein as Exhibit B are true and correct copies of photographs of the sign and Relocation Agreement posted in the mobile home park on or around December 1, 2017.

All of the households against whom unlawful detainers were filed on November 21, 2017 and December 14, 2017 are members of the Home Owners Association which is the Petitioner/Plaintiff in the subject LUPA action.

**I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. I am not fluent in the English language but this statement was prepared in my presence based on information I supplied to my attorney and read to me in my native language of Spanish before I signed it.**

Crisanto Medina  
CRISANTO MEDINA

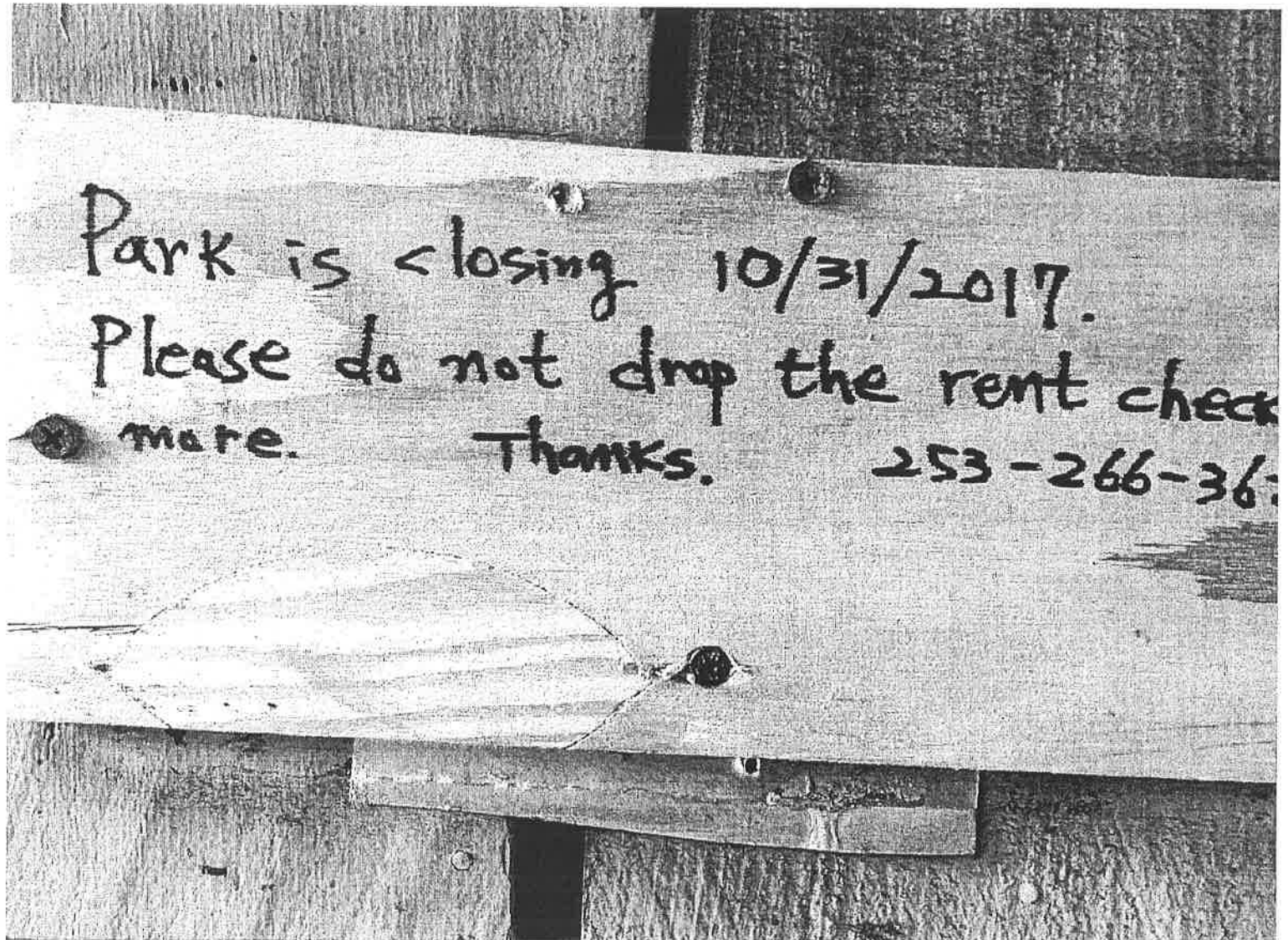
12-27-17  
Date

DECLARATION OF  
CRISANTO MEDINA - 3

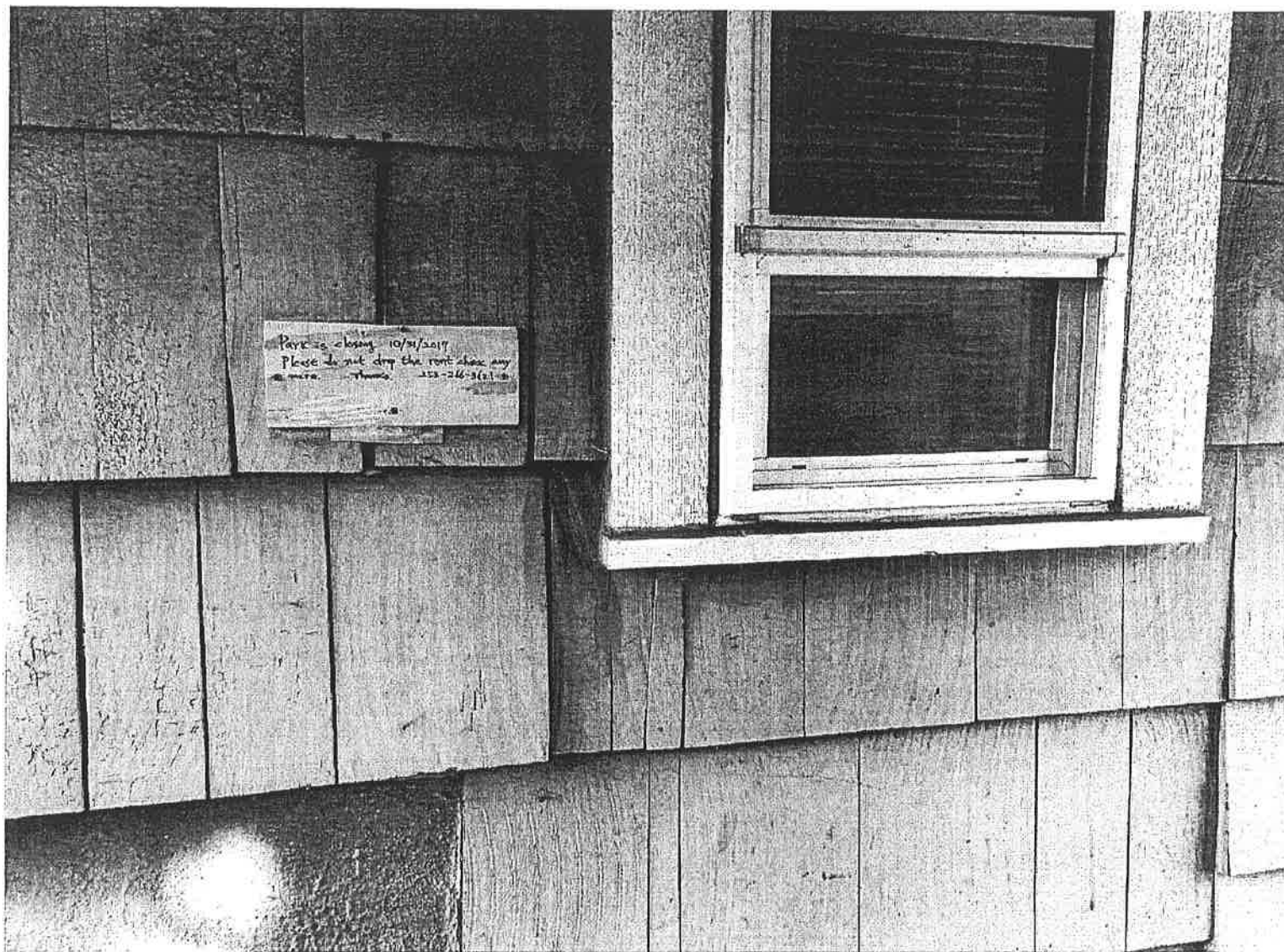
Barraza Law, PLLC  
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206-933-7861 206-933-7863 Fax

# **EXHIBIT A**









# **EXHIBIT B**



Dear Firs MHP Tenants

To stay until March 31, 2018  
you must sign the relocation  
agreement. (will get \$2,000\*)

The eviction process has begun for  
those who have not signed the  
relocation agreement.

You can be evicted right away  
if you have not yet signed the  
relocation agreement.

Please call or text 253 266 3621  
to sign the relocation document.

Thank You



# RELOCATION AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Relocation Agreement and Mutual Release of Claims ("Agreement") is entered into between dba FIRS MOBILE HOME PARK ("Landlord") ("Tenant") and FIFE MOTEL, INC., "Parties". Landlord and Tenant are referred to below as the

1. The Landlord owns and operates the Firs Mobile Home Park in SeaTac, Washington (the "Park"). Tenant rents a mobile home lot from Landlord, located at \_\_\_\_\_ Space \_\_\_\_\_, SeaTac, Washington (the "Premises"), to place the Tenant's mobile home. In October 2016, the Landlord served the Tenant with written notice that the Park would close effective October 31, 2017. The Tenant disputes whether the Park may close on October 31, 2017.
2. The Landlord agrees to pay \$2,000.00 to the Tenant if: (a) the Tenant vacates the Premises by March 31, 2018; (b) the Tenant is current in rent, utilities, and property taxes; and (3) the Tenant (i) fully completes and returns the Department of Commerce's Mobile Home Relocation Assistance Application, (ii) provides the information identified in the Mobile/Manufactured Home Relocation Assistance Program Initial Application Checklist, (iii) completes and returns a W-9 form, and (iv) signs and returns the original Vehicle Certificate of Ownership (Title) releasing the Tenant's ownership of the mobile home to the Landlord. The required Relocation Assistance forms are attached as Exhibit A.
3. Tenant agrees to terminate their rental agreement and tenancy for the Premises, vacate the Premises, and remove or relocate their mobile home from the Premises, on or before March 31, 2018. If the Tenant fails to remove or relocate their mobile home by March 31, 2018, the Tenant authorizes Landlord to demolish and/or remove the Tenant's mobile home from the Park. In the event the Tenant fails to vacate the Premises on or before March 31, 2018, the Tenant agrees that the Landlord may evict Tenant upon not less than 7 days prior written notice. Tenant agrees to pay the rent and other charges provided by the Parties' rental agreement until the Tenant vacates the Premises as required by this Agreement.
4. Except as provided in this Agreement, the Parties agree to release and forever discharge each other from and against any and all liabilities, claims, defenses, and damages arising between them, including, but not limited to, those claims arising from their rental agreement, and the Manufactured/Mobile Home Landlord Tenant Act, Chapter 59.20 RCW, or any other federal, state or local statute, code, or ordinance, or at common law or equity.

This Agreement is binding upon and inures to the benefit of all the signatory parties and their respective agents, representatives, successors, and assigns. This Agreement contains the entire agreement of the Parties concerning the subject matter of this Agreement, and there are no verbal or other agreements between the Parties related to the subject matter hereof, except for the Parties' rental agreement. Any amendment to this Agreement must be in writing and signed by the party to be bound by the amendment.